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Attorneys for PETER BLAIR, and THE YACHT CLUB, LLC.

**UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA**

GREGORY A. STRASBURG, Individually and as
 Trustee of the GREGORY A. STRASBURG
 REVOCABLE TRUST dated 4/28/2003

Plaintiff,

vs.

M/Y JUST A NOTION, Official Number 1089525,
 her engines, tackle, furniture and appurtenances, *in*
rem; PETER BLAIR, *in personam*; JIM
 SINGLETON, *in personam*; and THE YACHT
 CLUB, LLC., a Nevada Corporation,

Defendants.

CASE NO: 08cv0021JLS(BLM)

IN ADMIRALTY

**NOTICE OF MOTION AND
 MOTION TO WITHDRAW AS
 COUNSEL FOR PETER BLAIR and
 THE YACHT CLUB, LLC.**

Date:

Time:

Judge: Hon. Janis L. Sammartino

Dept: Courtroom 6

Please take notice that on May 16, 2008 at 10:30 AM, or as soon thereafter as the matter may be heard in the courtroom of the Honorable Judge Janis L. Sammartino in Courtroom 6 of the above entitled Court, , Michael B. McDonnell, will move the Court for an order to permit the undersigned to withdraw as attorney of record for Defendants, PETER BLAIR and THE YACHT CLUB, LLC, in this action.

This motion will be based upon this notice of motion, the attached declaration of Michael B. McDonnell and the attached memorandum of points and authorities, on the pleadings, papers

1 and records on file in this action, and on such oral or documentary evidence as may be presented
2 at the hearing of the motion.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 McDonnell & Associates, P.C. is counsel for Defendants, PETER BLAIR, individually
5 and THE YACHT CLUB, LLC, a Nevada corporation (hereinafter Defendants) in the above-
6 entitled action. Whereas THE YACHT CLUB, LLC, is a business entity and PETER BLAIR is
7 the president and acting manager for THE YACHT CLUB, LLC, and all communications
8 between McDonnell & Associates and THE YACHT CLUB, LLC, have been through PETER
9 BLAIR. There has been a breakdown in the attorney-client relationship and there exists
10 irreconcilable differences between Counsel and Defendants over the management and direction
11 of the litigation of this case. Under these circumstances and for the following reasons
12 McDonnell & Associates would like to withdraw as counsel.

13 Defendants have refused to follow the advice of counsel and have repeatedly taken
14 independent actions both without communicating with counsel and directly against the advice of
15 counsel. Specifically, Defendants have independently filed documents with the Court
16 effectively waiving the attorney-client privilege and misrepresenting statements made by Counsel
17 to Defendants. Further, Defendants have failed to cooperate in providing documents requested
18 in discovery. Their lack of cooperation, including refusal to follow advice of counsel, has
19 rendered it impossible to maintain the attorney-client relationship and thus present sufficient
20 reason to allow the withdrawal.

21 In addition, Defendants have failed and refused to pay counsel for the attorneys' fees and
22 costs pursuant to the attorney-client fee agreement. Counsel continues to incur additional fees as
23 counsel of record for Defendants and cannot continued to go unpaid. Failure of the client to pay
24 legal fees, coupled with non-cooperation by the client, constitutes good cause for a court order
25 approving the withdrawal at the request of an attorney, *Stature of Liberty-Ellis Island*
26 *Foundation, Inc. V. International United Industries, Inc.* 110 F.R.D. 395, 397.

27 Counsel provided Defendants with time to pay and has tried to resolve the issues in an
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1 attempt not to be forced to file this motion, however the Defendants continue remain
2 uncooperative. After months of nonpayment Counsel gave Defendants notice of their intent to
3 file this motion and informed them of their options. Shortly after this conversation, Defendants
4 came to Counsel's office making demands and refusing to pay (Declaration of Michael B.
5 McDonnell). Counsel has attempted to resolve these issues with Defendants but Defendants
6 have failed to cooperate, failed to pay, and have failed to find substitute counsel, leaving
7 McDonnell & Associates with no other choice but to file this motion.

8 Defendants PETER BLAIR and THE YACHT CLUB, LLC, have been made expressly
9 aware of McDonnell & Associates intent to withdrawal as counsel. Defendants have also been
10 made expressly aware, verbally and by written notice on two separate occasions, that Defendant,
11 THE YACHT CLUB, LLC, cannot represent itself, and failure to obtain new counsel could result
12 in a default being entered against the company.

13 Defendants have been notified twice previously in writing of Counsel's intent to file this
14 motion and by express mail of this motion sent on April 16, 2008 and by email. The primary
15 method of communication with Defendants during its representation by McDonnell and
16 Associates has been by email. The notice has been sent to the known and current mailing address
17 for PETER BLAIR individually and as the agent of service of process for THE YACHT CLUB,
18 LLC. This has been the address provided by the client for which we have been corresponding.

19 For the reasons stated above, McDonnell & Associates, P.C. respectfully requests the
20 Court to withdraw as counsel of record in the above-entitled action.

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22 DATED: April 15, 2008

McDONNELL & ASSOCIATES, P.C.

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25 Michael B. McDonnell, Attorney for
26 Defendants, PETER BLAIR and
27 THE YACHT CLUB, LLC
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